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DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF
FARMSTEAD CREEK NORTH
SUBDIVISION

Document # **1546655**
WASHINGTON COUNTY WISCONSIN
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Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

Return via **MAIL (REGULAR)**
Pages: **45**

All of Outlot 6 and a part of Outlot 7 of Farmstead Creek and the vacated Lambert Drive and Mary Way of Farmstead Creek, being part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 12, Town 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin, bounded and described as follows:

Commencing at the North 1/4 Corner of Section 12, Town 10 North, Range 18 East, Thence South 00°14'13" East, along the East line of the Northwest 1/4 of Section 12, 40.00 feet to the Point of Beginning; thence continuing South 00°14'13" East along said East line of the Northwest 1/4 of Section 12, 675.12 feet to the North line of Farmstead Creek; thence South 89°45'47" West, along said North line 800.73'; thence South 70°26'39" West, along said North line 215.11 feet; thence North 64°07'49" West, 208.08 feet; thence North 44°48'45" West, 81.36 feet; thence North 28°16'47" West, 53.39 feet; thence North 17°12'10" West, 181.24 feet; thence North 40°13'18" West, 221.68 feet; thence North 16°38'17" West, 167.85 feet to a point on the South line of Arthur Road, thence North 88°02'45" East along the South line of said Arthur Road, 1516.19 feet to the point of beginning.

Contains 903,419 square feet or 20.74 acres

Subject Property described above subdivided in one complete phase for development into Lots 1 through Lots 43 and Outlots 6 and part of 7 as shown on the Plat of Farmstead Creek North Subdivision.

Recording Area

45

Name and Return Address

Farmstead Creek Development LLC
2165 Elsie Drive
Richfield, WI 53076

Drafted by:

Attorney Russell Jones
State bar No. 1036016
Jones Law Firm LLC
700 W. Virginia Street, Suite 200
Milwaukee, WI 53204

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FARMSTEAD CREEK NORTH SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions of Farmstead Creek North Subdivision (this “Declaration”) is made and entered into by Farmstead Creek Development LLC (Declarant”)

Recitals

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subjects such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Declaration

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association

The “Association” shall mean Farmstead Creek North Homeowners Association Inc. the members of which shall be all Owners of Lots in the Subdivision.

1.2 Association Insurance

“Association Insurance” shall mean all policies of insurance as may be maintained by the Association under this Declaration

1.3 Farmstead Creek North Subdivision Documents

“Farmstead Creek Highland Subdivision Documents” shall consist of this Declaration Articles of Incorporation of the Association and the Bylaws of the Association.

1.4 Board

The “Board” or “Board of Directors” shall be the governing body of the Association, elected according to the Bylaws.

- 1.5 Building**
A “Building” shall be any freestanding structure located in the Subdivision
- 1.6 Bylaws**
The “Bylaws” shall mean the Bylaws of the Association as adopted by the Board.
- 1.7 Common Areas**
The “Common Areas” shall consist of the Outlots and easements on a portion of a Lot used for signage identifying the Subdivision as Farmstead Creek North Subdivision.
- 1.8 Common Improvements**
The “Common Improvements” consist of the following, some of which may be located in Common Areas and some of which may be located in public streets; all signs of the Property generally identifying the Subdivision as Farmstead Creek North Subdivision, and any improvements made in the Common Areas by the Association or the Declarant.
- 1.9 Declarant**
The “Declarant” shall mean Farmstead Creek Development, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section 14.7 of this Declaration.
- 1.10 Declaration**
“Declaration” shall mean this Declaration as the same may be amended from time to time.
- 1.11 Director**
A “Director” shall mean a member of the Board.
- 1.12 Drawings**
The term “Drawings” is defined in Section 6.2
- 1.13 Lot**
“Lot” shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.
- 1.14 Mortgage**
“Mortgage” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.
- 1.15 Mortgagee**
“Mortgagee” shall mean the holder of a Mortgage.
- 1.16 Occupant**
“Occupant” shall mean the Owner and any other person residing on a Lot.

1.17 Outlot

“Outlot” shall mean an outlot as shown on the Plat and subject hereto. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.18 Owner

“Owner” shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.19 Plat

A “Plat” is the plat of the Property as recorded in the Register’s Office.

1.20 Property

The “Property” shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.21 Register’s Office

The “Register’s Office” shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.22 Rules

The “Rules” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.23 Subdivision

“Subdivision” shall mean all of Lots as shown on the Plat.

1.24 Village

“Village” shall mean the Village of Slinger, Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration

Declarant shall establish the Association to administer the property. Declarant shall include in the Bylaws for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting

Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot acquired from Declarant shall be entitled to one (1) vote for each Lot owned.

Each Lot owned by Declarant ("Declarant Lot") shall be entitled to three (3) votes for each Declarant Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association

Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from the Village for *all of the* Lots; or (2) Declarant's election to waive its rights to control.

2.4 Management

The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals

Except for proposals requiring approval by the ACC, defined below, pursuant to Article 6 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require facilitating its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out-of-pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing.

2.6 Village Code

The establishment, creation and administration of the Association created herein must comply with the regulations set-forth in the Village of Slinger code, specifically section 495-12; which provides:

Common areas or facilities within a land division or condominium shall be held in common ownership as undivided proportionate interests by the members of a homeowners or condominium association, subject to the

provisions set forth herein. The homeowners or condominium association shall be governed according to the following:

- A.** The Subdivider shall provide the Village with a description of the homeowners or condominium association, including its bylaws, and all documents governing maintenance requirements and use restrictions for common areas and facilities. These documents shall be subject to review as to form by the Village Attorney at the subdivider's expense.
- B.** The Association shall be established by the owner or applicant and shall be operating prior to the sale of any lots or units in the subdivision or condominium.
- C.** Membership in the association shall be mandatory for all purchasers of lots or units therein and their successors and assigns.
- D.** The Association shall be responsible for maintenance and insurance of common areas and facilities.
- E.** A Land Stewardship Plan for any common open space to be retained in a natural state shall be included in the submittal of association documents.
- F.** The Members of the association shall share equitably the costs of maintaining, insuring, and operating common areas and facilities.
- G.** The Association shall have or hire adequate staff to administer, maintain, and operate common areas and facilities.
- H.** The Subdivider shall arrange with the Village Assessor a method of assessment of any common areas and facilities, which will allocate to each lot, parcel, or unit within the land division or condominium a share of the total assessment for such common areas and facilities.
- I.** The Village may require that it receive written notice of any proposed transfer of common areas or facilities by the association or the assumption of maintenance of common areas or facilities. Such notice shall be given to all members of the association and to the Village at least 30 days prior to such transfer.

J. In the Event that the association established to own and maintain common areas and facilities, or any successor organization thereto, fails to properly maintain all or any portion of the aforesaid common areas or facilities, the Village may serve written notice upon such association setting forth the manner in which the association has failed to maintain the aforesaid common areas and facilities. Such notice shall set forth the nature of corrections required and the time within which the corrections shall be made. Upon failure to comply within the time specified, the association, or any successor association, shall be considered in violation of this Ordinance, in which case the Village shall have the right to enter the premises and take the needed corrective actions. The costs of corrective actions by the Village shall be assessed against the properties that have the right of enjoyment of the common areas and facilities.

If any provisions contained in these declarations are in conflict with the Village Code as reproduced herein, all conflicts will be resolved favoring the language of the Village Code.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments

In addition to the Lot purchase price, each Owner agrees to deposit with the Association at each closing on a Lot Two Hundred Fifty Dollars (\$250.00) as an initial assessment. The Association shall also have the power to levy an annual assessment against each Lot in the Subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association, including cost to operate the Preserve improvements, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31 of each year. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may delegate authority to assess and collect any assessments to a third party. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied, or (b) fines on Owners for the purpose of collecting any amount due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 6, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installment; Late Payments

General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens

If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines, and reasonable costs of collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements

Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses

Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.6 Payments for Declarant

As long as the Declarant owns a Lot for which no occupancy permit has been issued, Declarant will not be responsible for payment of general or special assessments, but the Declarant will pay to the Association the amount by which the actual common expenses exceed the actual receipts of the Association during the fiscal year, provided however the (a) for this purpose, common expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will make regular payments of assessments with respect of any Lots which may be leased by Declarant, for use by others, of Lots owned by the Declarant for which an occupancy permit has been issued, (c) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (d) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied.

Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility

Each owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guest, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility

The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses

Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the Farmstead Creek North Documents and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Connection Between Ownership and Occupancy of Lots

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Farmstead Creek North Subdivision Documents caused by an Occupant. The Association will not need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant.

Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.3 Vehicles

- a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.
- b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Notwithstanding the foregoing, there shall be no outside storage of inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board. The purpose of this section is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

5.4 Waste

Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Restricted Dumping

No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot which is vacant within the Subdivision.

5.6 Temporary Structures

No structure, trailer, tent shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.7 Quiet Enjoyment

Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.8 Noxious Activity

No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Farmstead Creek North Subdivision Documents. By way of example and not limitation,

offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment.

5.9 Patios and Balconies

Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.10 Signs

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material of any kind and nature within or upon the Common Areas. An Owner may within the Lot erect or post a temporary sign of customary and reasonable dimension relating to the only the following:

- a) A "For Sale" sign of a lot or home which shall be removed not later than thirty (30) days after the closing of the sale of said lot or home.
- b) Not more than two (2) political signs which shall be removed not later than thirty (30) days after the election to which the sign pertains.
- c) Holiday decoration signs which shall be removed not later than thirty (30) days after the holiday to which sign decorative signs pertain.
- d) Rummage or "garage sale" signs which shall be removed not later than two (2) business days after the rummage or garage sale.
- e) Congratulatory or thank you signs which shall be removed not later than seven (7) days after the placement thereof on the lot.

Business advertising signage is strictly prohibited.

All signs shall be of reasonable, customary size and shall comply with any municipal ordinances where and as applicable.

5.11 Environmental Matters

Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

5.12 Pets

No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by Village ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Architectural Control Committee has approved of a dog kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and rules and regulations established by the Board.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee

Declarant shall establish an Architectural Control Committee ("ACC") related to the Association as provided herein, which shall consist of the Board. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. Buildings and other improvements installed by Declarant, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 6.

6.2 Prior Approval for Improvements

Prior to the commencement of any of the activities listed below, the Owner(s) of the Lot shall submit to the ACC two (2) copies of a sketch or survey ("Drawings") of the affected Lot prepared by a licensed surveyor, engineer, or architect or designer:

- a) The construction of any Building or other improvements on any Lot, or the reconstruction thereof following a casualty loss thereto, or
- b) The demolition of any Building or other improvements on any portion or portions of a Lot, or

- c) The painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or
- d) The installation of any awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fixed grill, swingset, play structure, fences or other landscape features on any such property.

6.3 Prior Approval for Changes

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 6.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

6.4 Review and Approval Process

None of the activities listed above in Section 6.2 shall take place without the prior written or deemed approval, as defined in Sec. 6.4b)2), by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

a) The Drawings shall include the following:

- 1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- 2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and
- 3) the proposed landscaping.

b) Standards and Procedural Matters of Consideration for Approval

- 1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawing, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building

or other improvements on any portion or portions of such property following a casualty loss thereto.

- 2) If the ACC fails to approve or objects to the Drawings within sixty (60) days after submittal or the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part of any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.
- 3) Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

6.5 Separate Village Approval

Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC. Prior to the issuance of a building permit for any Lot, the Owner shall submit to the Village Building Inspector for approval of a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the Lot and the grades of the adjoining Lots at the building corners or if vacant, at the building pad corners, the existing and proposed contours, easements, culverts and/or storm sewers.

6.6 Procedures and Budget

The ACC may set its own operating procedures consistent with this Declaration. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant Owner in connection with the submittal and review of any Drawings. The ACC may engage and employ consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

6.7 Uniformity Standards; Waiver

The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not exceed the minimums provided by the Village of Slinger Zoning Ordinance. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered) The ACC may waive any standard even in the absence of an “unnecessary hardship”; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

6.8 Indemnification

Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys’ fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of a settlement of such proceedings, this indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the such person’s performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person’s status as an Owner, Occupant or otherwise.

6.9 Architectural Requirements & Guidelines

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sized excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story:	1,650 Square Feet
1 ½ Story and 2 Story:	1,850 Square Feet

b) Lot Setbacks – Principal Structure

Front Yard: 35'
Rear Yard: 25'
1-Side Yard: 10' with a minimum sum of side yards being 25'

c) Diversity of Model Type

Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a residence because another residence in close proximity would be too similar in appearance.

d) Basements

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

e) Garage

Each home on a lot is required to have a minimum 2-car garage attached to the home.

f) Driveway

Driveways shall be established within (12) months of Owner's receipt of any occupancy permit. The driveway must be concrete and shall be installed no closer than three (3) feet from the Lot boundary lines, and each Lot is restricted to only one (1) access point to the street.

g) Siding

The exterior siding of a home may be made of materials such as cedar, fiber cement, maintenance free aluminum or vinyl siding.

h) Windows

Each home is required to use shutters or wide window trim (minimum 5 ½" trim board) on every window on the front façade of the home.

i) Exterior Stone and Front Gable

Each home is required to have at least ¼ of the first-floor front elevation covered with stone, brick, or manufactured stone product. In addition, all large front gables shall have a decorative gable vent and trim board.

j) Aluminum Wrapped Exterior

The exterior of the home may have aluminum-clad soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, fixture blocks and aluminum porch columns.

k) Roof

A residence shall have a roof of architectural grade dimensional shingles. Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof and shall have a minimum 8:12 pitch roof facing the front elevation.

l) Mailbox

The term "mailbox" shall mean the post and mailbox combination. A fee of \$275 will be collected by the Declarant at each Lot closing for installation of a mailbox. This fee is in addition to the initial deposit to the Association. The Declarant will cause the initial installation of the mailbox, in locations as determined by the US Postal Service. If any mailbox is damaged, destroyed, stolen, or any other adverse effected after the Owner purchases the Lot, the Owner shall be solely responsible (the Declarant and Association are not responsible), to repair the defect in a timely manner and at the Owner's expense. A mailbox that is replaced due to some adverse effect must obtain the approval of the ACC.

m) Fences

All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight (48) inches in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum), stone, masonry, or simulated wood (composite or vinyl that simulates wood in texture and color). Chain-link, natural wood, stockade fences and white vinyl non-privacy fencing are not allowed. Fences shall be installed not closer than twenty-four inches (24") from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, a variance request should be submitted to the HOA/ACC. Fences shall not be located on a public easement area, drainage area, right of way, or Common Areas.

Fences are not allowed to encroach into electrical easements without permission from Slinger Utilities. Each homeowner is advised to contact Slinger Utilities in the event they want to encroach into an electrical easement to make sure they understand all restrictions and rules regarding such easements.

n) Additions to the Exterior Home

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the ACC. All future additions are subject to the architectural controls of this document.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

o) Yard Lamp

Yard Lamps are not required but are subject to review and approval by the ACC prior to installation.

p) Antennas/Satellite Dishes

No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on any roof or any other portion of a Building or on the unimproved portions of a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the ACC. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite dish available and shall be installed near the rear of the home. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must follow Village ordinances.

q) Clotheslines

Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

r) Pools

Above-ground or in-ground pools may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve a pool which is not completely enclosed by a secure wall or fence with a self-closing or self-latching gate or door (at the top of such gate or door) and if the pool is not properly screened from view by proper landscaping.

s) Walkways

All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick, or flagstone. Asphalt walks are not allowed.

t) Decks

Decks must be located to the rear of the dwelling.

The height of the deck is limited to the ground level finished floor line on single story homes and to the second story finished floor line on two story homes.

Decks may be constructed of treated wood or composite if the material is in harmony with the adjacent home. Decks may have a clear or tinted preservative stain applied to them or be left to weather naturally. Paint is not permitted on the walking surface of the deck but can be applied to hand railings and all other surfaces.

u) Patios

Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone, or similar materials as long as the material is in harmony with the home.

v) Fixed Grills

All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

w) Dog Kennels

Dog kennels must be located immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC may condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

x) Utilities

All utilities must be installed underground.

y) Solar Collectors

No exterior active solar collectors shall be erected, installed, or used unless presented in drawings and approved by the ACC.

z) Accessory Structures/Sheds

All storage sheds shall be of a style, color, and building material consistent with the residence on the Lot and shall not exceed a size of 192 square feet. Prefabricated sheds are not allowed. All sheds must be approved by the ACC prior to its construction. If an owner desires to connect electricity to a shed, whether at or after the time of the initial construction, the installation of electrical connections must be underground.

6.10 Landscaping Requirements & Guidelines

a) Existing Vegetation

No existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.

b) Grading

Declarant and the Village of Slinger have agreed to a certain Storm Water Management Plan and Master Grading Plan on file in the office of the Declarant and the offices of the Village's Building Inspector. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans unless the Village Engineer approves a change. In the event of a conflict between any proposed drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the Village, their agents, employees, or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, correction or any drainage condition, and the Owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or

correction and given thirty (30) days to cure such condition before the Declarant or Village will rectify such condition at Owner's cost.

c) Ponds

No ponds shall be constructed on a Lot without the prior approval of the Village. Rain gardens are encouraged to help slow the rates of storm water runoff, but the ACC must first approve them.

d) Lawns

Each homeowner is required to plant a lawn (seed or sod) within the first twelve (12) months after receipt of the occupancy permit from the Village.

e) Plantings

1. **Foundation Plantings** – At a minimum, each homeowner is required to plant a foundation planting in the front of their house within the first twelve (12) months after receipt of the occupancy permit from the Village. The foundation planting will contain a minimum of twelve (12) shrubs of at least two (2) gallon size with a minimum total of twenty (20) plantings. Plantings may consist of any combination of shrubs, perennial plants, decorative grasses, etc.

2. **Trees** – Each homeowner is responsible for planting one (1) shade tree or one (1) ornamental tree in the front yard of the lot. The shade tree must be a minimum of 1.5" caliper and selected from the approved list attached to this document as **Exhibit B**. The tree(s) must be planted within the first twelve (12) months after receipt of the occupancy permit from the Village. Ornamental trees can be described as trees that enhance the dimension of the landscape with flowers, leaves, fruit, and spectacular fall color. Ornamental trees are also compact in size which makes them suitable for use in areas where shade trees are not appropriate.

3. **Grading** – All Grading must comply with the approved master grading plan. The homeowner assumes all responsibility to make sure compliance is followed during their landscape process. Builder/Declarant assumes no responsibility if non-compliance of the master grading plan occurs. Reestablishing of drainage swales and surface water drainage prior to landscaping may be required due to settling or erosion runoff that may have occurred prior to owners landscaping.

f) Vision Triangles

There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersection of all streets that exceeds a height of twenty-four (24) inches. Refer to the Village Ordinances to determine the size of the vision triangle.

g) Retaining Walls

Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.

h) Maintenance

Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of grass on the Lot. Each Subdivision Lot Owner adjacent to delineated wetlands shall not mow or otherwise disturb any plants, trees, bushes, greases, animals or other things growing, living or located in a delineated wetland, or other environmentally sensitive area.

Until grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the Village of Slinger's Weed Control Ordinance. Each homeowner is responsible for keeping the lawn and landscape in their yard in good maintenance. Should the landscaping be left in an unmaintained state as to become a nuisance or any eye sore, the ACC retains the right to remedy the nuisance and assess the costs back to the homeowner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the ACC can take action.

ARTICLE 7. INSURANCE

7.1 Association Insurance

The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

7.2 Coverage of Association Insurance

The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

7.3 Proceeds

Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

7.4 Cost

All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

7.5 Waiver

The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

7.6 Acts Affecting Insurance

No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

7.7 Exclusions from Coverage

Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General

This Declaration and all terms and condition hereof shall constitute covenants and restrictions running with the Property forever and shall be binding upon all person claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Declarant's reserved rights, this Declaration may be amended be recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated on Lots and Declarant Lots, of which one vote must be that of the Declarant. After all Lots subject to this Declaration have been sold by Declarant, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Declarant shall have three (3) votes for each of the Declarant Lots it owns. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees.

8.2 Procedures

Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 9. RIGHTS OF MORTGAGE HOLDERS

9.1 Notice

Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Farmstead Creek North Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation, or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 8.

9.2 Mortgagee Acquisition of Lot

A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the

Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights

Pending the sale of all Lots by Declarant, Declarant;

- (a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sale and/or rental office or offices, models, and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring the construct Buildings on Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not therefore be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 20 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposed including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through to across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.
- (c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.
- (d) may apply the covenants contained in this Declaration to future stages of the development of Farmstead Creek North. The future stages of the development of Farmstead Creek North shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds for Washington County, Wisconsin. Except the respect to future stages of the development of Farmstead Creek North, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein, Notwithstanding

anything contained within to the contrary, such an amendment as referred to in this Section, shall only require the consent, approval and signature of the Declarant.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies

If any Owner of Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring to removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorney's fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement, or judgement.

11.2 Owner of Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner of Occupant fails to comply with this Declaration, the Bylaws or Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith. Expenses incurred therefore by the Association shall be assessed against the Owner of Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with the respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12. EASEMENTS

12.1 Right of Entry

A right of entry to each Lot, Common Area or Outlot is reserved to the Association or its agents to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association or its agents onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused because of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgement of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage

An easement is reserved to Declarant, the Association, and the Village over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Section 6.10. Should it become necessary for the Village to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially assessed for any expenses incurred by the Village. Such expenses may include, but are not limited to the following; engineering cost, routine maintenance or emergency maintenance.

12.3 Storm Water Facilities

The Storm Water Drainage Easement recorded with the register of deeds in Washington County on September 3 2021 is attached hereto as **Exhibit C**, and is incorporated herein by reference. It is the intention of said easement to assign the obligation on each owner of each fee simple owner of a Lot; in conjunction with each fee simple owners of any real property located in the Countryside Condominiums. It is the express purpose to provide an easement to the owners of Countryside Condominiums and Farmstead Creek North owners and for said owners to share equally in the cost of maintenance of the storm water drainage facilities as set-forth in **Exhibit C**. It is anticipated the cost for each "Home owner" (Lot or Unit owner) is \$75 per year. This amount can be adjusted from time to time pursuant to the terms of the recorded easement.

The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or pets, and neither represents nor warrants that any drainage area is safe for any such use.

ARTICLE 13. TERMINATION

13.1 Termination

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association) or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 **Number and Gender**

Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and use of any gender shall include all genders.

14.2 **Including**

Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

14.3 **Captions**

The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

14.4 **Severability**

In any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.5 **Remedies**

All remedies herein are cumulative.

14.6 **Waivers**

Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent, or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

14.7 **Assignment of Declarant’s Rights**

Declarant may from time to time assign any or all the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register’s Office.

14.8 **Other Regulation**

Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Village Codes or Ordinances

Nothing contained herein shall be construed to reduce, modify, or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control or stormwater ordinance of the Village, except as specifically modified in writing by the Village, within the framework of the planned unit development portion of the present zoning ordinance. This Declaration shall not be amended to contravene any Village codes or ordinances.

14.10 Developer's Agreement

The Declarant and the Village have entered into a Developer's Agreement regarding the development of this subdivision. A copy of the Developer's Agreement is on file with the Village.

Executed at Slinger, Wisconsin, on the 11 day of October 2021.

Farmstead Creek Development LLC

By: Donald Weyer
Donald Weyer

David Weyer
David Weyer

Subscribed and sworn to before me
This 11 day of October 2021

Tammy J. Tennes
Notary Public, State of Wisconsin
My Commission is permanent
expires 11/14/2022
Tammy J. Tennes

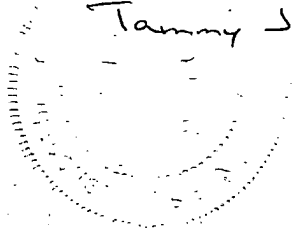


EXHIBIT A
LEGAL DESCRIPTION
FOR
FARMSTEAD CREEK NORTH

All of Outlot 6 and a part of Outlot 7 of Farmstead Creek and the vacated Lambert Drive and Mary Way of Farmstead Creek, being part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 12, Town 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin, bounded and described as follows:

Commencing at the North 1/4 Corner of Section 12, Town 10 North, Range 18 East, Thence South 00°14'13" East, along the East line of the Northwest 1/4 of Section 12, 40.00 feet to the Point of Beginning; thence continuing South 00°14'13" East along said East line of the Northwest 1/4 of Section 12, 675.12 feet to the North line of Farmstead Creek; thence South 89°45'47" West, along said North line 800.73'; thence South 70°26'39" West, along said North line 215.11 feet; thence North 64°07'49" West, 208.08 feet; thence North 44°48'45" West, 81.36 feet; thence North 28°16'47" West, 53.39 feet; thence North 17°12'10" West, 181.24 feet; thence North 40°13'18" West, 221.68 feet; thence North 16°38'17" West, 167.85 feet to a point on the South line of Arthur Road, thence North 88°02'45" East along the South line of said Arthur Road, 1516.19 feet to the point of beginning.

Contains 903,419 square feet or 20.74 acres

EXHIBIT B
Approved Tree List

Large Trees

Red Maple
Sugar Maple
Ginkgo Biloba (male)
Kentucky Coffeetree
White Oak
Burr Oak
Red Oak
Little Leaf Linden
Redmond Linden
Horse Chestnut
River Birch
White Birch
Shagbark Hickory
Northern Catalpa
Common Hackberry

Small Trees

Serviceberry
Hornbeam (Musclewood)
Crabapple Hybrids
Ironwood (Hop Hornbeam)
Flowering Pear
Japanese Tree Lilac
Pagoda Dogwood
Cockspur Hawthorn
Washington Hawthorn

Trees to Avoid

Black Locust
Norway Maple
Amur Maple
Siberian Peashrub
Russian Olive
Tatarian Honeysuckle

**STORM WATER DRAINAGE
EASEMENT AGREEMENT**

Document Number

Document Name

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$30.00

Return via EMAIL
Pages: 15

EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **FARMSTEAD CREEK CONDOMINIUM ASSOCIATION, INC.**, a Wisconsin not-for-profit corporation with a principal office located at 639 Farmstead Court, Slinger, Wisconsin 53086 (hereinafter referred to as "Grantor") and **FARMSTEAD CREEK DEVELOPMENT, LLC**, a Wisconsin limited liability company (hereinafter referred to as "Grantee"):

Recording Area

15

Name and Return Address

Tammy Tennes
Village of Slinger Clerk
300 Slinger Rd
Slinger, WI 53086

WHEREAS, Grantor is the governing Unit Owner's Association for Farmstead Creek Condominium (hereinafter referred to as "Condominium") consisting of eleven (11) Owners of Units in the six (6) buildings within the Condominium (hereinafter collectively referred to as "Unit Owners") for certain property which was dedicated for condominium development under Chapter 703 of the Wisconsin Statutes known as **FARMSTEAD CREEK CONDOMINIUM** and is described in the Condominium Plat No. 694 for **FARMSTEAD CREEK CONDOMINIUM** which was recorded in the office of the Register of Deeds for Washington County, Wisconsin on January 16, 2007 as Document No. 1149647 (hereinafter referred to as "Condominium Plat") and the Declaration of Condominium of Farmstead Creek Condominium which was recorded in the office of the Register of Deeds for Washington County, Wisconsin on January 16, 2007 as Document No. 1149648 ("Declaration") (hereinafter referred to as "Condominium Property");

WHEREAS, Grantee is the owner and developer of certain property consisting of approximately 17 acres which is adjacent to the Condominium Property and which Grantee is proposing to be developed as a subdivision currently planned with forty-two (42) single-family lots and twenty (20) condominium units within ten (10) condominium buildings totaling sixty-two (62) Home Owners (hereinafter collectively referred to as "Home Owners") and which said property is further described in EXHIBIT A attached hereto (hereinafter referred to as "Proposed Development");

WHEREAS, Grantee desires to utilize the storm water drainage facilities located within the Condominium Property (hereinafter referred to as "Condominium Facilities") as part of the management of some of the storm water within, upon and created by the Proposed Development, which said Condominium Facilities are currently governed by the Farmstead Creek Condominium Storm Water Management Agreement dated January 3, 2017 and recorded in the office of the Register of Deeds for Washington County, Wisconsin as Document No. 1422830, which established and set forth, among others, the obligations, terms and provisions for the maintenance and repair of said Condominium Facilities; and

WHEREAS, Grantor is willing to grant and convey to Grantee an easement for access to and the utilization, construction and maintenance of storm water drainage facilities over, under and across the Condominium Property and Grantee is willing to accept said easement for the management of some of the storm water within said Proposed Development, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual benefits and promises made herein and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor and Grantee, Grantor and Grantee agree as follows:

1. Easement. Grantor, under and pursuant to section 4.6 of the Declaration, hereby grants to Grantee a non-exclusive easement to (i) use for the drainage, retention and detention of storm water from the Proposed Development under and pursuant to and in accordance with the Village of Slinger rules, regulations, permits and approvals and (ii) construct, install, maintain, repair, reconstruct and replace storm water drainage facilities, appurtenances, equipment and fixtures related thereto, together with the right of ingress and egress over that portion of the Condominium Property as hereinafter described and set forth in the attached EXHIBIT B (hereinafter referred to as "Easement Area") for the benefit of Grantee and Grantee's respective contractors, agents, employees, successors and assigns. Said storm water management facilities may include, by way of explanation and not limitation, stones, sediment barrier, vegetation or other such similar improvements as are customarily utilized or required under and pursuant to approved storm water drainage plans including, but not limited to, those storm water drainage plans on file in the office of the Village of Slinger (hereinafter collectively referred to as "Storm Water Facilities").

2. Use of Easement Area. Grantee shall have the right, at all reasonable times, to enter upon the Easement Area in the exercise of Grantee's duties and responsibilities for the installation, construction, possible expansion and maintenance and repair of the Condominium Facilities and Easement Area. Grantee hereby agrees to and shall restore the Easement Area as nearly as is possible to the condition existing prior to such disturbance. In addition to the foregoing, no buildings or fences shall be constructed within the Easement Area. Grantor shall not construct any improvements or engage in any activity within the Easement Area which obstructs Grantee's use of the Easement Area as contemplated by and set forth in this Agreement.

3. Village Approval. No changes or amendments to this Agreement shall be made without the prior, written approval of the Village of Slinger. Grantor and Grantee acknowledge that the Village of Slinger has the unilateral authority to update this Agreement based upon any physical modifications to the Condominium Facilities or as may be required from time to time by law so as to comply with the overall storm water management plan. In addition to the foregoing, Grantor and Grantee agree as follows:
 - A. Upon written notification by the Village of Slinger or its designee, Grantor and Grantee shall, at their own cost and within a reasonable time period determined by the Village of Slinger, have an inspection of the Condominium Facilities and storm water management practice conducted by a qualified professional and file said report with the Village of Slinger and complete any maintenance or repair work recommended in said report. Grantor and Grantee shall be responsible for the failure to undertake any maintenance or repairs.

B. The Village of Slinger, or its designee, is hereby authorized to access the Condominium Property as necessary to conduct inspections of the storm water management practices, drainage easements or Condominium Facilities to ascertain compliance with the intent of this Easement Agreement. The Village of Slinger may require work to be done which may be different or in addition to that required in any inspection conducted pursuant to this Easement Agreement in the event the Village of Slinger shall reasonably conclude that such work is necessary and consistent with the intent of this Easement Agreement and the overall management of storm water within the Condominium Property. Upon notification by the Village of Slinger of the required maintenance or repairs, Grantor and Grantee shall complete the specified maintenance or repairs within a reasonable time frame as is determined by the Village of Slinger.

C. In the event Grantor or Grantee shall not obtain the required inspection or complete the required maintenance or repair within the specified time period, all as set forth in this Agreement, the Village of Slinger is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the event an emergency situation as determined by the Village of Slinger shall occur, no notice shall be required prior to the Village of Slinger performing said emergency maintenance or repairs. Grantor and Grantee hereby acknowledge that the Village of Slinger may levy the costs and expenses of such inspections, maintenance or repair as a special charge against each and every Liable Owner (see "Liable Owners" definition, infra) and collected as such in accordance with the procedure under Section 66.0627 Wis. Stats. or Subchapter VII of Chapter 66 Wis. Stats., including any such amendments as may be made to such statutory provisions from time to time.

4. Costs and Maintenance.

A. Grantee shall be responsible for any and all initial costs associated with the construction and installation of improvements related to the transmission of storm water drainage from the Proposed Development across the Easement Area and into the Condominium Facilities, and further, shall also share, on a pro rata basis as set forth herein, the responsibility and liability for any costs associated with the general maintenance of the Easement Area and the Condominium Facilities including, but not limited to, dredging of the retention pond and landscaping for the Easement Area.

B. The aforementioned costs and general expenses of maintenance, required capital improvements and repair of the Condominium Facilities and the Easement Area located within the Condominium Property, shall be allocated equally among all of the eleven (11) Unit Owners in Farmstead Creek Condominium and all of the sixty-two (62) Home Owners in the Proposed Development, the anticipated total of which is seventy-three (73) (hereinafter collectively referred to as "Liable Owners"). In the event the Final Plat for the Proposed Development shall be built and developed with the number of Home Owners being different then that currently proposed, then the Liable Owners and their respective pro rata assessment shall automatically be adjusted to reflect the actual number of Home Owners shown in the approved and recorded Final Plat of the Proposed Development. Otherwise stated, the amount of the annual assessment shall be multiplied by a fraction, the numerator of which is one (1) and the denominator shall be the final, total number of Liable Owners.

C. The initial annual assessment shall be Seventy Five and no/100-----Dollars (\$75.00) per year per Liable Owner, subject to adjustment on an annual basis as is necessary and appropriate.

D. Grantee, for each Lot and Condominium Unit owned by Grantee in the Proposed Subdivision, hereby covenants; and each Home Owner in the Proposed Development, by the acceptance of a deed therefor, whether a single family lot or a condominium unit and whether or not so expressed in said deed, shall be deemed to covenant and agree with Grantor and Grantee to pay such sums as may be properly assessed for the purposes provided in this Easement Agreement including, but not limited to, annual assessments and special assessments for capital improvements. Such assessments shall be paid to and collected by Grantor.

E. In addition to the annual assessments authorized above, Grantor may levy, in any assessment year, a properly determined special assessment applicable to that year for the purpose of defraying, in whole or in part, any deficit and the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Easement Area or to the Condominium Facilities.

5. Purpose of Assessments. Any assessments levied and collected by Grantor under and pursuant to this Easement Agreement shall be used exclusively to pay for the improvement and maintenance of the Condominium Facilities and the Easement Area and shall include, by way of explanation and not limitation, any emergency repairs or capital improvements as are necessary under this Easement Agreement and for any of the purposes described in this Easement Agreement. All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments as established and set forth herein against each Liable Owner.
6. Lien for Assessments. All sums assessed against any Liable Owner pursuant to this Easement Agreement, together with interest thereon as provided by law, shall, and when appropriate, be secured and enforced by a lien on any Condominium Unit and the interest in the Common and Limited Common Elements appurtenant thereto within the Condominium Property or any Home Owner in the Proposed Development. Said liens may be created and enforced by Grantor, Grantee or by the Home Owners Associations which may be formed by Grantee in the Proposed Development until paid at the legal rate and as provided by law.
7. Annual Accounting. Grantee shall, on an annual basis and within thirty (30) days after adoption of the budget for and pertaining to said Condominium Facilities, provide to all Liable Owners an accounting as to the amount of the annual assessment or any special assessment levied pursuant to this Easement Agreement.
8. Covenants Running with the Land. All of the terms and conditions of this Agreement including, but not limited to, the benefits and burdens thereof, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by and against Grantor and Grantee and their respective heirs, and applicable personal representatives, members, directors and officers, successors and assigns and including, but not limited to, each Owner of a single family lot or condominium unit in

the Proposed Development. This Agreement shall not be terminated, or allowed to expire, or be modified absent the written approval of the Village of Slinger, which document references this Agreement, is executed by the Village President upon approval of the Village Board, and is recorded in the office of the Washington County Register of Deeds. The duration of this Agreement shall be unlimited and perpetual, and continues unless termination is approved by the Village of Slinger.

9. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims arising in connection with Grantee's use of the Easement Area and the easement granted herein pursuant to this Agreement.
10. Notices. So long as Grantee shall own any Lot or Condominium Unit in the Proposed Development, notice of said assessment shall be sent to Grantee. Once a Lot Owners Association and the Condominium Unit Owners Association shall be created by Grantee, notice of said assessment shall also be sent to the appropriate agent of said Association. All notices, demands and communications provided for herein or made hereunder shall be deemed effective upon receipt by the other party, either by facsimile, electronic mail, personal delivery or upon receipt if mailed first class with postage prepaid, addressed in each case as follows, until some other addresses shall have been designated in a written notice given in a like manner, and shall be deemed to have been given or made when so received at the following addresses:

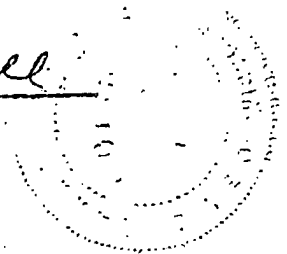
<u>Farmstead Creek Development, LLC</u>	<u>Farmstead Creek Condominium Association, Inc.</u>
David Weyer, Member	Glenn Hajek, Registered Agent/President
2165 Elsie Drive	639 Farmstead Court
Richfield, WI 53076	Slinger, WI 53086
Email: beechwoodbltrs@gmail.com	Email: glennhajek@gmail.com
11. Grantee's Liability. Grantee's liability and obligation for assessments levied under and pursuant to this Easement Agreement shall continue so long Grantee owns any Lot or Condominium Unit in the Proposed Development and shall automatically terminate at such time when Grantee shall own no Lot or Condominium Unit in the Proposed Development.
12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. The prevailing party in any action to enforce the terms and conditions hereof shall be entitled to recover from the non-prevailing party the prevailing party's costs and expenses including, but not limited to, reasonable attorney fees.
13. Farmstead Creek Condominium Storm Water Management Agreement. In addition to the terms and conditions set forth in this Easement Agreement, Grantee hereby agrees to and shall comply with the terms and provisions of the herein before referenced Farmstead Creek Condominium Storm Water Management Agreement, a copy of which is attached hereto and marked Exhibit C, the terms and provisions of which are incorporated herein by reference as though fully set forth herein at length.

14. Severability. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision.
15. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the conveyance of the easement as set forth herein and shall be binding upon each of the undersigned parties and all of their respective and applicable members, directors, officers, successors and assigns.
16. No Gift or Dedication. Nothing herein contained shall be deemed to constitute a gift or dedication of any portion of the Easement to the general public for the benefit of the general public or public purpose whatsoever, it being the intention of the parties that this Easement will be strictly limited to or for the purposes expressed herein.

Dated this 3 day of Sept, 2021.

FARMSTEAD CREEK CONDOMINIUM ASSOCIATION, INC. (Grantor)

By: Glenn Hajek By: Sharlee Ball
 Glenn Hajek, President Sharlee Ball Secretary



STATE OF WISCONSIN)
) ss
Washington COUNTY)

Personally came before me this 3 day of Sept, 2021, the above-named Glenn Hajek and Sharlee Ball to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Larry J. Tennies
 Larry J. Tennies (print name)
 Notary Public, State of Wisconsin
 My commission: 11/14/2022

SIGNATURE PAGE OF GRANTEE FOLLOWS

Dated this 2 day of Sept, 2021.

FARMSTEAD CREEK DEVELOPMENT, LLC (Grantee)

By: David E. Weyer member
David E. Weyer, Member

By: D&S WEYER NO. II, LLC (Member)
THE 2009 IRREVOCABLE TRUST FBO
DONALD R. WEYER, MEMBER

By: Donald R. Weyer Trustee
Donald R. Weyer, Trustee

STATE OF WISCONSIN)
Washington COUNTY) ss

Personally came before me this 2 day of Sept, 2021, the above-named David E. Weyer and Donald R. Weyer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jenny J. Jennies
Jenny J. Jennies (print name)
Notary Public, State of Wisconsin
My commission: 11/14/2022

This instrument was drafted by:

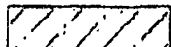
James Haggerty
Village of Slinger
Engineer
300 Slinger Road
Slinger, WI 53086

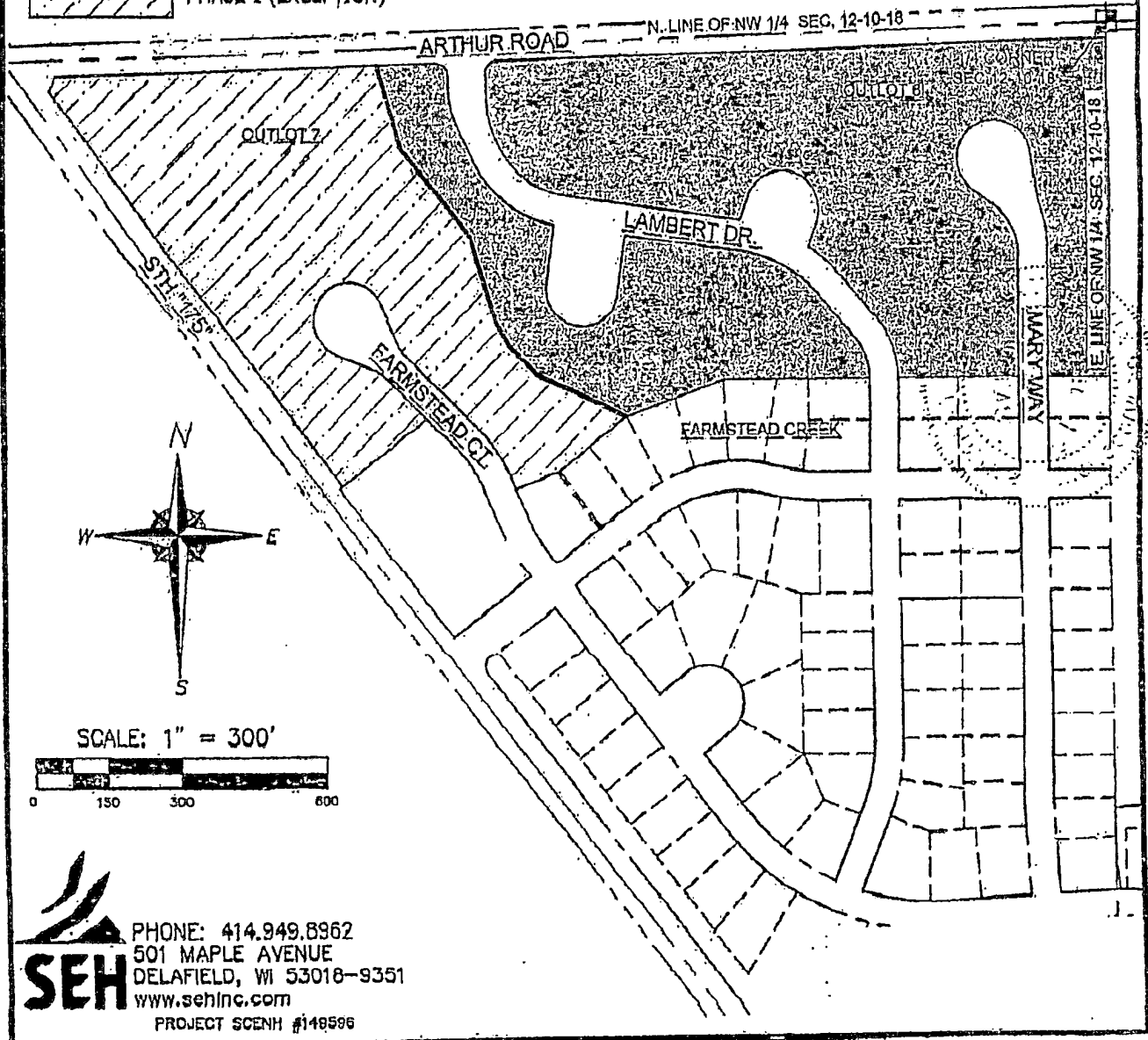
EXHIBIT A

All of Outlot 6, and Outlot 7 of Farmstead Creek Subdivision, located in the NW 1/4 and NE 1/4 of the NW 1/4, the SW 1/4 and SE 1/4 of the NE 1/4, the NE 1/4 of the SE 1/4 all located in section 12, T.10N., R.18E., Village of Slinger, Washington County, Wisconsin excepting the following described lands;

Beginning at the most southwesterly corner of Outlot 7 on the right-of-way of S.T.H. "175" Washington Street; thence N.37°36'03"W., along the easterly right-of-way of said S.T.H. "175" Washington Street, a distance of 889.89 feet; thence N.23°27'55"E., a distance of 33.62 feet; thence N.86°02'46"E., along the south right-of-way of Arthur Road, a distance of 885.32 feet; thence S.16°38'17"E., a distance of 176.17 feet; thence S.40°13'18"E., a distance of 221.68 feet; thence S.17°12'10"E., a distance of 181.24 feet; thence S.28°16'47"E., a distance of 53.39 feet; thence S.44°48'45"E., a distance of 81.38 feet; thence S.86°48'53"E., a distance of 204.39 feet; thence S.52°23'57"W., a distance of 179.34 feet; thence S.67°00'14"W., a distance of 85.92 feet; thence N.22°53'46"W., a distance of 23.94 feet; thence 133.78 feet along the arc of a curve to the left, whose radius is 330.00 feet and whose chord bears N.34°30'38"W., a distance of 132.87 feet; thence N.46°07'27"W., a distance of 197.72 feet; thence 30.11 feet along the arc of a curve to the right, whose radius is 75.00 feet and whose chord bears N.34°37'27"W., a distance of 29.91 feet; thence N.23°07'27"W., a distance of 84.63 feet; thence 295.83 feet along the arc of a curve to the left, whose radius is 75.00 feet and whose chord bears S.43°52'33"W., a distance of 138.08 feet; thence S.69°07'27"E., a distance of 84.65 feet; thence 30.11 feet along the arc of a curve to the right, whose radius is 75.00 feet and whose chord bears S.57°37'27"E., a distance of 29.91 feet; thence S.46°07'27"E., a distance of 118.14 feet; thence S.52°23'57"W., along the southerly lot line of Outlot 7, a distance of 222.60 feet to the point of beginning.

Said lands contain 746,371 square feet (17.13 acres).

 PHASE 1 (EXCEPTION)




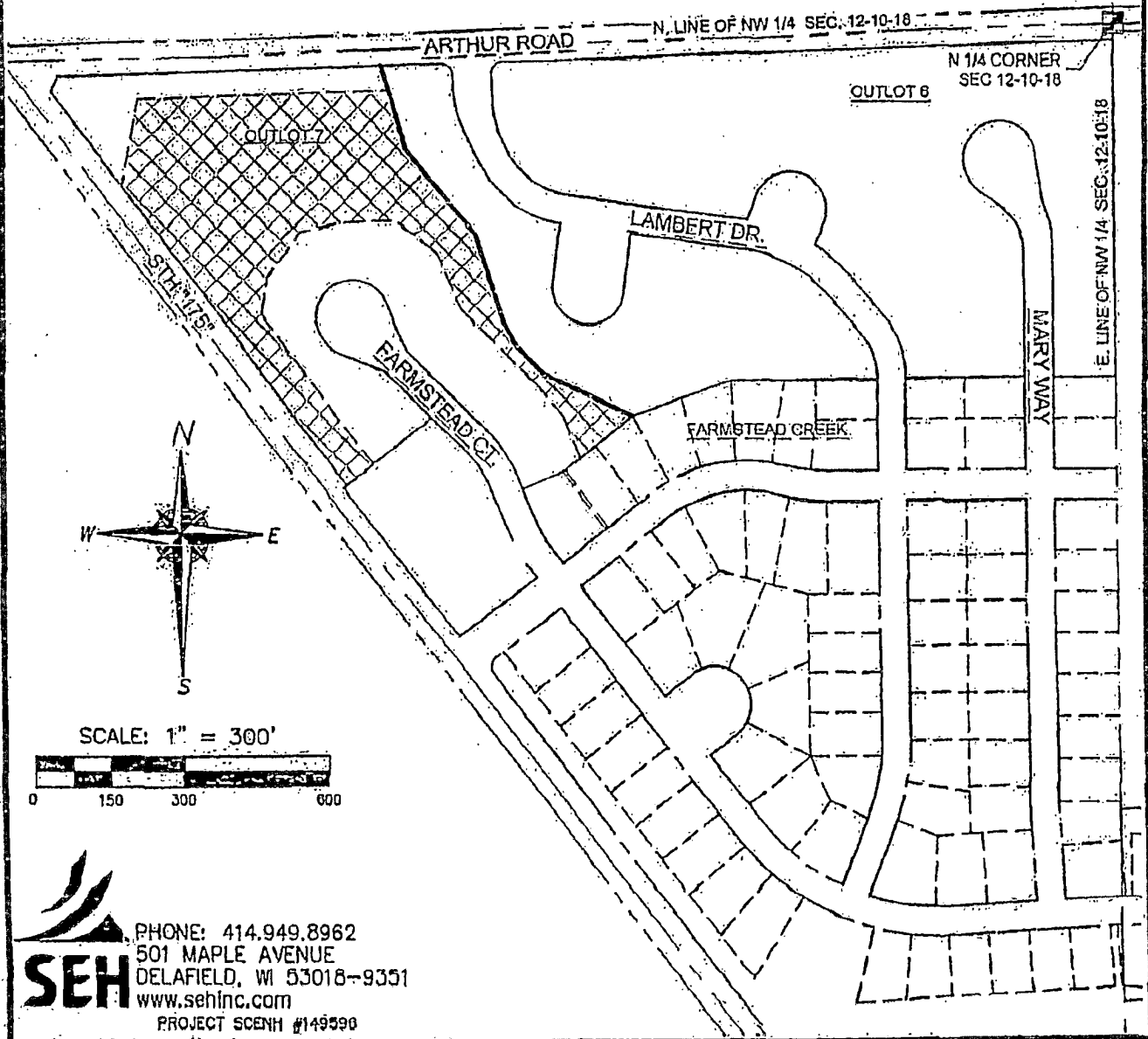
 PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com
 PROJECT SCENH #148596

EXHIBIT B

Part of Outlot 7 of Farmstead Creek Subdivision, located in the NW 1/4 and NE 1/4 of the NW 1/4, the SW 1/4 and SE 1/4 of the NE 1/4, the NE 1/4 of the SE 1/4, all located in section 12, T.10N., R.18E., Village of Slinger, Washington County, Wisconsin more particularly described as follows:
 Commencing at the Northwestern corner of Outlot 7; thence S.37°36'03"E, along the Easterly line of STH "175" a distance 235.36 feet to the point of beginning of the lands to be described; thence N.10°10'55"E., 175.45 feet; thence N.88°02'26"E., 518.39 feet; thence S.16°38'17"E., 123.33 feet; thence S.40°13'16"E., 221.88 feet; thence S.17°12'10"E., 181.24 feet; thence S.28°16'47"E., 53.39 feet; thence S.44°48'45"E., 81.36 feet; thence S.65°48'53"E., 204.39 feet; thence S.52°23'57"W., 136.89 feet; thence N.22°42'52"W., 90.57 feet; thence N.40°48'57"W., 87.71 feet; thence N.46°08'35"W., 209.89 feet; thence N.23°04'27"W., 124.90 feet; thence N.52°31'01"W., 107.46 feet; thence S.88°05'31"W., 113.59 feet; thence S.76°04'27"W., 82.08 feet; thence S.38°03'44"W., 113.94 feet; thence S.08°59'43"W., 77.03 feet; thence S.37°36'03"E., 375.82 feet; thence S.52°23'57"W., 70.00 feet; thence N.37°36'03"W., 754.53 feet to the point of beginning.
 Contains 251,463 square feet, 5.77 acres.

 EASEMENT AREA



 PHONE: 414.949.8962
 501 MAPLE AVENUE
 DELAFIELD, WI 53018-9351
 www.sehinc.com
 PROJECT SCENH #149590

1422830



Farmstead Creek Condominium
Storm Water Management Agreement

RECORDED
January 17, 2017 10:13 AM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: \$30.00

The Farmstead Creek Condominium Association, Inc. ("Owner"), was established by the Declaration of Condominium of Farmstead Creek Condominium ("Declaration"), recorded in the Washington County Register of Deeds on January 16, 2007 as Document Number 1149648. The Declaration assigns certain easements, rights, restrictions and obligations with respect to ownership, use and maintenance of the property. Section 17.7 of the Declaration assigns Owner the responsibilities of Declarant under the Declaration.

COPY

Section 1.22 and Exhibit A of the Declaration identifies lands owned by the Owner. Any expansion of said lands shall comply with Article 12 of the Declaration.

Article 6 of the Declaration assigns compliance with the Slinger Code of Ordinances and the Storm Water Management Plan on file with the Village of Slinger as one such responsibility of the Owner.

Section 13.1 of the Declaration requires approval of 75% of the Owners to approve this Amendment. Said approvals have been granted.

Name and Return Address

Village of Slinger
300 Slinger Road
Slinger, WI 53086

YS CONDO 1149647

Parcel Identification Number (PIN)

This Agreement sets forth specific stormwater management maintenance activities required of the Owner for all lands described in the attached Exhibit A and as shown on Condominium Plat Number 694 recorded as Document Number 1149647, and identified on said plat as Phase I lands. Owner, as assigned by this Agreement, and in accordance with the Subdivision Development Agreement for Farmstead Creek recorded in the office of the Register of Deeds for Washington County, Wisconsin as Document Number 1125058 and the Subdivision Development Agreement for Farmstead Creek recorded in the office of the Register of Deeds for Washington County, Wisconsin as Document Number 1372048 and First Amendment thereto recorded in the office of Register of Deeds for Washington County, Wisconsin as Document No. 1304314 and the Village of Slinger Code of Ordinances, agrees to maintain storm water management practices on the property in accord with approved plans and approved Storm Water Management Plans and Reports on all property described in Exhibit A. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibits B: Location Map(s) - shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Minimum Maintenance Requirements - prescribes those activities that must be carried out to maintain compliance with this Agreement.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:



1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in Exhibit B.
2. The Owner shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Village of Slinger or their designee, the Owner shall, at their own cost and within a reasonable time period determined by the Village of Slinger, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Slinger and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the Village of Slinger, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C and any applicable addenda that are subsequently recorded regarding this Agreement. The Village of Slinger may require work to be done which differs from the report described in paragraph 3 above, if the Village of Slinger reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Slinger of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Slinger.
5. If the Owner does not complete an inspection under 3 above or required maintenance or repairs under 4 above within the specified time period, the Village of Slinger is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Slinger, no notice shall be required prior to the Village of Slinger performing emergency maintenance or repairs. The Village of Slinger may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against each and every Owner of Farmstead Creek Condominium in an equal pro rata share, and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats., or subch. VII of ch. 66 Wis. Stats., including any such amendments as may be made to such statutory provisions from time to time.
6. No changes or amendments to this Storm Water Management Practice Maintenance Agreement may be made without the written approval of the Village of Slinger. The Village of Slinger has the unilateral authority to update this Agreement in accord with State and/or federal requirements based upon any physical modifications to the storm water management practices and drainage easements described herein, by recording an updated Exhibit B and/or an updated Exhibit C in the office of the Washington County Register of Deeds, and giving notice thereof to the Owner.
7. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. Such heirs, successors and assigns shall be the "Owner" as used herein.
8. Nothing herein shall be interpreted to waive, or to terminate any existing obligations of the Owner, or of the owners of property within any phase of the Farmstead Creek Development, for the maintenance of storm water facilities. In particular, but not to the exclusion of such other obligations as may apply, the maintenance obligations of the recorded Subdivision Development Agreements and the Declaration of

Covenants, Conditions and Restrictions of Farmstead Creek Subdivision, including, but not limited to, documents filed with the Washington County Register of Deeds as No. 1125058 and 1137772, continue to apply. In the event of a conflict between this agreement and any other Storm Water Management Agreements affecting the Property, the Village Board of the Village of Slinger shall determine which shall apply.

Dated this 3 day of Jan, 2017.

Owner(s):

Farmstead Creek Condominium

Michael Schmitz
Michael Schmitz, President
Farmstead Creek Condominium

Personally came before me this 3 day of January, 2017, the above-named Michael Schmitz to me known to be the party who executed the foregoing instrument and acknowledged the same.

Jerry J. Ferris
Notary Public, Washington County, WI
My commission expires: 12/21/2018
COPY

Donald R. Weyer Trustee
Farmstead Creek Development, LLC
Donald R. Weyer, Trustee

David E. Weyer Trustee
Farmstead Creek Development, LLC
David E. Weyer, Trustee

Personally came before me this 3 day of January, 2017, the above-named Donald and David Weyer to me known to be the party who executed the foregoing instrument and acknowledged the same.

Drafted By:
Jim Haggerty, Village Engineer
Village of Slinger

Jerry J. Ferris
Notary Public, Washington County, WI
My commission expires: 12/21/2018

**EXHIBIT A
LEGAL DESCRIPTION
FOR
FARMSTEAD CREEK CONDOMINIUM**

All of Outlot 6 and Outlot 7 of Farmstead Creek, a platted subdivision located in the NW ¼ and the NE ¼ of the NW ¼, the SW ¼ and SE ¼ of the NE ¼, the NE ¼ of the SE ¼ all located in Section 12, Town 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Phase I Description:




Being a part of Outlot 7 of Farmstead Creek, located in the NW ¼ and the NE ¼ of the NW ¼ of Section 12, Town 10 North, Range-18 East, Village of Slinger, Washington County, Wisconsin, more specifically described as follows:

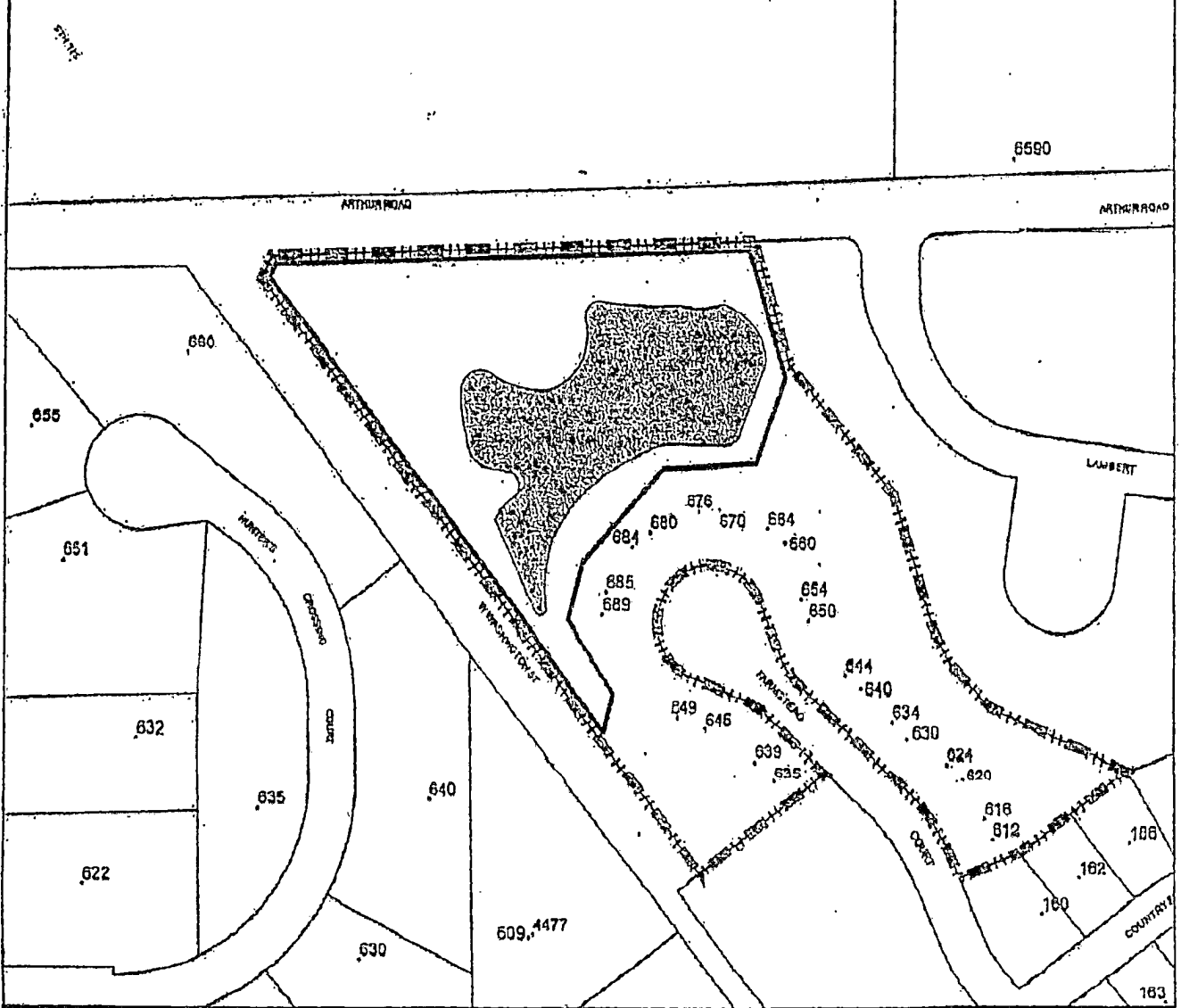
Beginning at the most Southwesterly corner of Outlot 7 on the right of way of STH "175"/Washington Street; thence N37°36'03"W, along the Easterly right of way of said STH "175"/Washington Street, a distance of 989.89 feet; thence N23°27'55"E, a distance of 33.62 feet; thence N88°02'45"E, along the South right of way of Arthur Road, a distance of 665.32 feet; thence S16°38'17"E, a distance of 175.17 feet; thence S40°13'18"E, a distance of 221.68 feet; thence S17°12'10"E, a distance of 181.24 feet; thence S28°16'47"E, a distance of 53.39 feet; thence S44°48'45"E, a distance of 81.36 feet; thence S65°48'53"E, a distance of 204.39 feet; thence S52°23'57"W, a distance of 179.34 feet; thence S67°06'14"W, a distance of 95.92 feet; thence N22°53'46"W, a distance of 23.94 feet; thence 133.78 feet along the arc of a curve to the left, whose radius is 330.00 feet and whose chord bears N34°30'36"W, a distance of 132.87 feet; thence N46°07'27"W, a distance of 197.72 feet; thence 30.11 feet along the arc of a curve to the right, whose radius is 75.00 feet and whose chord bears N34°37'27"W, a distance of 29.91 feet; thence N23°07'27"W, a distance of 84.65 feet; thence 295.83 feet along the arc of a curve to the left, whose radius is 75.00 feet and whose chord bears S43°52'33"W, a distance of 138.08 feet; thence S69°07'27"E, a distance of 84.65 feet; thence 30.11 feet along the arc of a curve to the right, whose radius is 75.00 feet and whose chord bears S57°37'27"E, a distance of 29.91 feet; thence S46°07'27"E, a distance of 118.14 feet; thence S52°23'57"W, along the Southerly lot line of Outlot 7, a distance of 222.56 feet to the point of beginning. Said lands contain 10.26 acres, more or less.

Expansion Area Description:

All of Outlot 6 and Outlot 7, excepting therefrom the lands described in Phase I.

EXHIBIT B LOCATION MAP

-  Farmstead Creek Condominium
-  Storm Ponds & Swales
-  Drainage Easements



1 inch = 200 feet

FARMSTEAD CREEK CONDOMINIUM STORMWAER MAINTENANCE

VILLAGE OF SLINGER, WI
AUGUST 2016

Exhibit C

The stormwater management system shall be maintained in accordance with all Wisconsin Department of Natural Resources requirements as amended from time to time or as additionally imposed, including but not limited to Technical Standards 1001, 1003 and 1005.

1. An annual inspection of the pond will be conducted by the Owner and/or Developer. Copies of the report shall be kept on file and produced for the Village of Slinger, if requested.
2. The berms and surrounding areas (with the exception of wetland area) will be mowed on a minimum of two occasions annually to an approximate height of 10 inches, to discourage geese, with one mowing occurring prior to the dispersal of seed material at the end of June.
3. Trees and Poplar whips will be monitored for growth and removed. No trees will be planted or allowed to grow on the slopes, berms or bottom of the pond.
4. Sediment will be removed from the pond when the depth of the basin is less than the depth shown on the construction plans. Sediment removed from the pond will be placed in a suitable upland area and restored with turf grass to prevent from washing back into basin. Construction plans are available at Village Hall, 300 Slinger Road, if needed for review.
5. Areas of erosion will be restored with appropriate soils and plantings. Preference should be given to native plant species for their deep rooting and hardiness.
6. Any violations identified by the Village will be addressed within specified timelines by the Owner and/or Developer.
7. It is acknowledged that the culvert crossing Arthur Road is a public utility structure and is not included in the required maintenance activities included in this agreement.